

This Instrument Prepared
By and Return To:

Baker, Donelson, Bearman,
Caldwell & Berkowitz, PC
4268 I-55 North
Meadowbrook Office Park
Jackson, Mississippi 39211

8/15/07 2:41:11 ⁴⁵
BK 566 PG 412
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK

Indexing Instructions: Portion of Lot 2, NTP Commercial Subdivision, Southaven, DeSoto County, Mississippi, as shown on a plat recorded in Plat Book 105, Page 8

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Agreement") is made as of this 10th day of August, 2007, by NTP CHURCH-GETWELL, LLC, a Mississippi limited liability company ("NTP" or "Parcel A Owner") to SID KELLY and his successors or assigns, as grantee (the "Parcel B Owner").

RECITALS

- A. NTP is the owner of that certain real property situated in the City of Southaven, County of DeSoto, State of Mississippi, more particularly described as Lot 1 and Lot 2, NTP Commercial Subdivision, of record in Book 105, Page 8 in the Chancery Clerk's Office of DeSoto County, Mississippi, and as shown and described on Exhibit "A" attached hereto and incorporated herein by this reference (individually, "Lot 1" or "Lot 2" and collectively as "Parcel A").
- B. Sid Kelly is the owner of that certain real property situated in the City of Southaven, County of DeSoto, State of Mississippi adjacent to Parcel A, more particularly described as Parcel B on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. NTP desires to grant and declare a non-exclusive access easement in favor of the Parcel B Owner and to establish certain covenants, conditions, and restrictions with respect to the access easement on Parcel A on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, NTP hereby covenants and agrees that all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, and, in connection therewith, NTP hereby grants and declares the following easement and hereby imposes the following covenants, conditions, and restrictions with respect to such easement:

*Baker
Donelson*

AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean NTP (as to Parcel A) and Sid Kelly (as to Parcel B) and any and all successors or assigns, personal representatives or heirs of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A and Parcel B, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

2. Easements.

2.1 Grant of Easement. Subject to any express conditions, limitations or reservations contained herein, the Parcel A Owner hereby grants, establishes, covenants, declares and agrees that all Owners and Permittees of Parcel B, shall be benefited by the following nonexclusive and perpetual easement which is hereby imposed upon Parcel A and all present and future Owners and Permittees of Parcel A:

An easement for reasonable access, ingress, and egress over the driveway or drive area to be hereafter constructed (and reconstructed and relocated from time to time on Lot 2 of Parcel A in the Parcel A Owner's sole discretion) on Lot 2 of Parcel A and the Ingress/Egress Easement area between Lots 1 and 2 of Parcel A as shown on the subdivision plat attached hereto as Exhibit "C" so as to provide for the passage of motor vehicles and pedestrians from Parcel B across Lot 2 to the Ingress/Egress Easement area shown on such subdivision plat. The Parcel A Owner shall have no obligation to develop Lot 2 of Parcel A or otherwise construct the driveway or drive area on Lot 2. Prior to the development of Lot 2, the Parcel B Owner, upon receiving the prior written consent of the

Owner of Lot 2, shall have the right, at the sole expense of the Parcel B Owner, to construct a temporary asphalt drive from Parcel B across Lot 2 to reach the Ingress/Egress Easement Area in a location selected by the Owner of Lot 2. The Parcel B Owner shall perform such work in a good and workmanlike manner, and such work shall be on a lien-free basis. The Parcel B Owner agrees to indemnify and hold the Owner of Lot 2 harmless from and against all materialmen's and mechanic's liens arising out of or relating to such work. Upon the development of Lot 2, the Owner of Lot 2 shall have the right to relocate such drive area to such location as the Owner Lot 2 deems appropriate in its sole discretion to accommodate the development of Lot 2.

2.2 Indemnification. The Parcel B Owner shall indemnify and hold the Parcel A Owner harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3 Reasonable Use of Easement. The easement herein above granted shall be used and enjoyed by the Parcel B Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of the Parcel A Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

3. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A. No easements, except those expressly set forth in paragraph 2, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

4. Remedies and Enforcement.

4.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by the Parcel B Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

4.2 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

4.3 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or

otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

5. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Chancery Clerk's Office of DeSoto County, Mississippi and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with paragraph 6.2 hereof. Notwithstanding anything contained in this Agreement to the contrary, if the Parcel B Owner receives municipal approval for its own curb cut on Getwell Road, allowing the Parcel B Owner to access Getwell Road from Parcel B, then the Parcel A Owner, in its sole discretion, shall have the unilateral right to terminate this Agreement and all of the Parcel B Owner's rights hereunder by recording in the Chancery Clerk's Office of DeSoto County, Mississippi a termination of this Agreement in form and substance satisfactory to the Parcel A Owner.

6. Miscellaneous.

6.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Chancery Clerk's Office of DeSoto County, Mississippi.

6.3 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

6.4 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

6.5 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or

other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

6.6 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

6.7 Separability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

6.8 Time of Essence. Time is of the essence of this Agreement.

6.9 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

6.10 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

6.11 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the NTP has executed this Agreement as of the date first written above.

NTP CHURCH-GETWELL, LLC

By: W N e m
Its: President

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority in and for said county and state, on this 10th day of August, 2007, within my jurisdiction, the within named @ President West Neuman who acknowledged that he is President of **NTP Church-Getwell, LLC**, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said limited liability company so to do.

Corey Brock
Notary Public

My Commission Expires:

My Commission Exp. Nov. 30, 2008

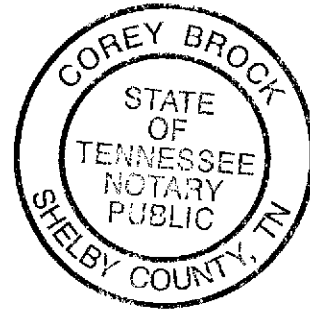


Exhibit "A" - Legal Descriptions of Parcels A and B.
Exhibit "B" - Site Plan
Exhibit "C" - Subdivision Plat

EXHIBIT "A"

Parcel A:

Lot 1:

BEING LOT 1 OF THE NTP COMMERCIAL SUBDIVISION (PLAT BOOK 105, PAGE 8) AND ALSO BEING PART OF THE GETWELL PARTNERS LLC, PROPERTY OF RECORD AT BOOK 503, PAGE 192, IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET IRON PIN WITH A PLASTIC CAP MARKED REAVES FIRM (TYPICAL OF ALL SET IRON PINS REFERRED TO HEREON), SAID IRON PIN BEING LOCATED IN THE EAST LINE OF THE KATHERINE A. KELLY, RUDOLPH L. NELSON, JAMES E. NELSON & RUDOLPH L. NELSON PROPERTY (BOOK 499, PAGE 105) AND 327.80 FEET WEST OF THE TANGENT INTERSECTION OF GETWELL ROAD (106' R.O.W.) AND CHURCH ROAD (53 FEET NORTH OF THE CENTERLINE); THENCE ALONG SAID EAST LINE N2°01'04"E A DISTANCE OF 244.00 FEET TO A SET IRON PIN IN SAID EAST LINE; THENCE WITH THE SOUTH LINE OF LOT 2 OF THE NTP COMMERCIAL SUBDIVISION (PLAT BOOK 105, PAGE 8); S87°56'15"E A DISTANCE OF 326.46 FEET TO A SET IRON PIN IN THE WEST LINE OF GETWELL ROAD; THENCE WITH SAID WEST LINE S1°42'11"W A DISTANCE OF 203.76 FEET TO A POINT OF CURVATURE; THENCE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND A LENGTH OF 63.08 FEET (CHORD S46°52'58"W LENGTH 56.75') TO A POINT OF TANGENCY IN THE NORTH LINE OF SAID CHURCH ROAD; THENCE WITH SAID NORTH LINE N87°56'15"W A DISTANCE OF 287.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 79,472 SQUARE FEET OR 1.82 ACRES WITHIN THESE BOUNDS AND LYING IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 7 WEST.

Lot 2:

BEING LOT 2 OF THE NTP COMMERCIAL SUBDIVISION (PLAT BOOK 105, PAGE 8), ALSO BEING PART OF THE GETWELL PARTNERS LLC, PROPERTY OF RECORD AT BOOK 503, PAGE 192, IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SET IRON PIN WITH A PLASTIC CAP MARKED REAVES FIRM (TYPICAL OF ALL SET IRON PINS REFERRED TO HEREON), SAID IRON PIN BEING LOCATED IN THE EAST LINE OF THE KATHERINE A. KELLY, RUDOLPH L. NELSON, JAMES E. NELSON & RUDOLPH L. NELSON PROPERTY (BOOK 499, PAGE 105) AND 327.80 FEET WEST OF THE TANGENT INTERSECTION OF GETWELL ROAD (106' R.O.W.) AND CHURCH ROAD (53' NORTH OF THE

CENTERLINE); THENCE ALONG SAID EAST LINE N2°01'04"E A DISTANCE OF 244.00 FEET TO A SET IRON PIN IN SAID EAST LINE, SAID IRON PIN ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING WITH THE SAID EAST LINE N2°01'04"E A DISTANCE OF 99.97 FEET TO A SET IRON PIN AT THE SOUTHWEST CORNER OF THE SID KELLY PROPERTY (BOOK 514, PAGE 161); THENCE WITH THE SOUTH LINE OF SAID KELLY PROPERTY S88°04'56"E A DISTANCE OF 325.91 FEET TO A SET IRON PIN IN THE WEST LINE OF GETWELL ROAD; THENCE WITH SAID WEST LINE S1°42'11"W A DISTANCE OF 100.79 FEET TO A SET IRON PIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID NTP COMMERCIAL SUBDIVISION, (PLAT BOOK 105, PAGE 8); THENCE WITH THE NORTH LINE OF LOT 1 N87°56'15"W A DISTANCE OF 326.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 32,741 SQUARE FEET OR 0.75 ACRES WITHIN THESE BOUNDS AND LYING IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 7 WEST.

Parcel B:

1.33 acres, SE 1/4, located in Section 4, Township 2 South, Range 7 West, DeSoto County, Mississippi, with more particular description as follows:

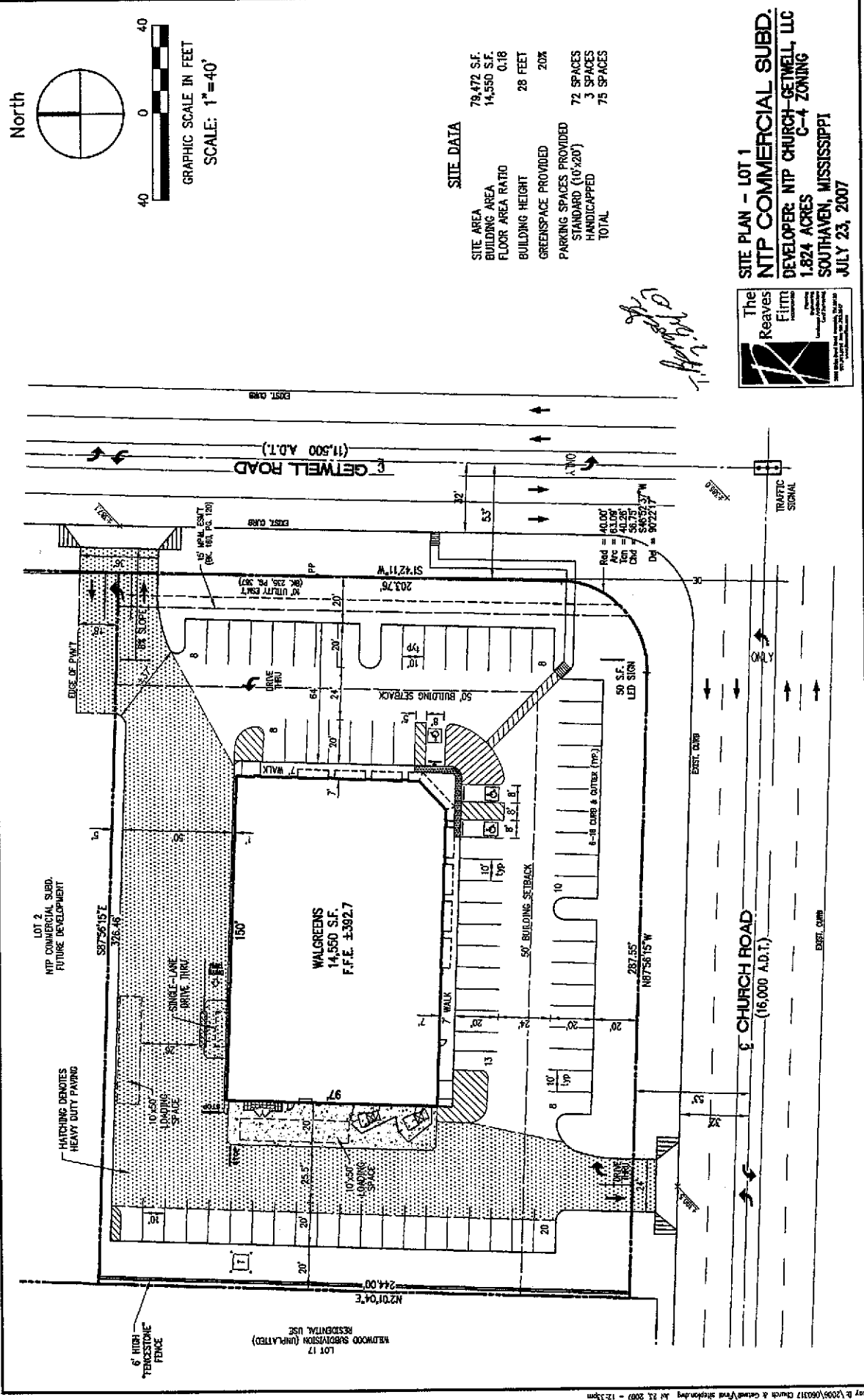
Commencing at the commonly accepted Southeast corner of Section 4, Township 2 South, Range 7 West, DeSoto County, Mississippi; ; thence N 01°56'00" W a distance of 556.25 feet to a point; thence S 88°20'00" W a distance of 53.00 feet to a point on the east right of way of Getwell Road, said point being the true point of beginning of the herein described tract; thence S 01°56'00" E along said East right of way a distance of 157.22 feet to a point; thence S 88°20'00" W a distance of 326.33 feet to a point on the East line of the Nelson Property as recorded in Deed Book 367, Page 189 of the Chancery Court Clerk's Office, DeSoto County, Mississippi; thence N 01°34'00" W along said East line a distance of 104.24 feet to a point at the Northeast corner of the said Nelson Property; thence S 88°22'00" W along the North line of the Nelson tract a distance of 129.94 feet to a point on the East line of Wildwood West, Section B as recorded in Plat Book 27, Page 21 of the Chancery Court Clerk's Office, DeSoto County, Mississippi; thence N 01°53'00" W a distance of 52.90 feet to a point on the South line of a Bridgforth Properties, Inc. Tract; thence N 88°20'00" E along the South line of the said Bridgforth property a distance of 455.56 feet to the point of beginning, containing 1.33 acres more or less.

Indexing Instructions:

SE 1/4, of the SE 1/4, Sec. 4, T2S, R7W

EXHIBIT "B"

SEE ATTACHED SITE PLAN



SITE DATA

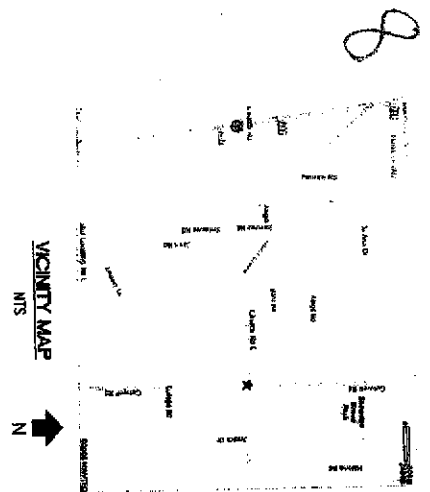
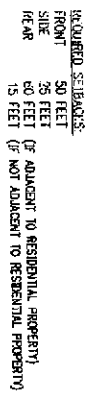
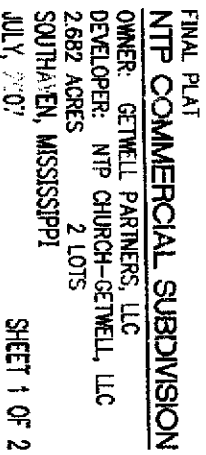
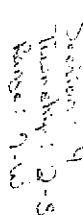
SITE AREA	79,472 S.F.
BUILDING AREA	14,550 S.F.
FLOOR AREA RATIO	0.18
BUILDING HEIGHT	28 FEET
GREENSPACE PROVIDED	20%
PARKING SPACES PROVIDED	72 SPACES
STANDARD (10'x20')	3 SPACES
HANDICAPPED	75 SPACES
TOTAL	

SITE PLAN - LOT 1
NTP COMMERCIAL SUBD.
DEVELOPER: NTP CHURCH-GETWELL, LLC
1.824 ACRES
C-4 ZONING
SOUTHAVEN, MISSISSIPPI
JULY 23, 2007



EXHIBIT "C"

SEE ATTACHED PLAT



Wade Carey
Chairman of Planning Commission

Secretary of Planning Commission

Approved by the Mayor and Board of Aldermen of the City of Easton on the 5 day of July, 2007.

Major of Scotland

Attest:
Shirley J. Caldwell
City Clerk of Savannah

Section of Mississippi
County of Desoto

1. For the starting date the submission date, there have been no filed for record in my office of
 10/10/2007 - 07/06/2007 on the 21st day of July 2007, and was
 immediately returned upon the proper indexes and duly recorded in File Book 10-5 at Page 8-9

W. E. DOWLING, Clerk of Court

Shirley Court for Washington Co.,

Certificate of Engineer

This is to certify that I have drawn the subdivision shown hereon and the plot of same is accurately drawn from information from a ground survey by me or under my direct supervision.

by Harry K. Cook (local) _____
Mississippi Certification No. 11527 _____

11/14/2008

Certificate of Surveyor

I hereby certify that all dimensions, angles, bearings, and areas shown on this plot are correct, and that the exterior boundaries and interior lot dimensions comply with minimum state standards of accuracy for surveying.

By Donald R. Williams (ssoc) (date)
 Registrar's Certification No. 11003

REGISTERED
LAND
OFFICE

STATE OF MISSISSIPPI, COUNTY OF DESOTO
I HEREBY CERTIFY that the above and foregoing is
a true copy of the original filed in this office.
This the 21 day of July, 2007
W. E. Davis, Clerk of the Chancery Court

~~By Mustang LLC, Inc. DC~~

OWNERS CERTIFICATE

I, Meredith L.M. Colvay, owner or authorized representative of the owner of the property hereby accept this as my plan of subdivision and dedicate the rights-of-way for the roads as shown herein to the public, use forever, and reserve for the public utilities the utility easements as shown on the plat. I certify that, on the owner in full shape of the property and that no taxes have become due and unpaid, the date of July, 2007.

Walter H. Cannon
Signature of owner of representative
General Motors, Inc.

NOTARY'S CERTIFICATE

State of Mississippi
County of Bolivar

Personally acquainted with me, the undersigned authority in and for said county and state, the within named Myself, J. McCallister, do hereby certify that the above named Myself, J. McCallister, of Highland, Kansas, is a natural born citizen of the United States, and is duly qualified to hold and exercise the office of director of said corporation, and that for and on behalf of said corporation, and as its act and deed I have executed the foregoing instrument, that having been duly authorized by said corporation so to do, given under my hand and official seal of office this the 17th day of April, A.D. 2007.

Pat A. Henry
Murray public

خبرنامه



Section 1
Teaching
Quora

[illegible]

FINAL PLAT
NTP COMMERCIAL SUBDIVISION
OWNER: GETWELL PARTNERS, LLC
DEVELOPER: NTP CHURCH-GETWELL, LLC
2.682 ACRES 2 LOTS
SOUTHAVEN, MISSISSIPPI
JULY, 2007 SHEET 2 OF 2

SHEET 2 OF 2